

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

<u>LAURIE GILBERT,</u>)	
Plaintiff,)	
)	
v.)	Civil Action No. 05-10746-RWZ
)	
<u>JOHN HEGGARTY and TIMOTHY DUBE,</u>)	
Defendants.)	

MOTION FOR APPROVAL OF THE FORM OF JUDGMENT

Defendants, John Heggarty and Timothy Dube hereby request that the Court enter a final judgment in this matter, in the form annexed hereto, dismissing this action with prejudice in accordance with the parties' settlement agreement. The Defendants proposed judgment is attached hereto as Exhibit 1. In support of this Motion, the Defendants state as follows:

1. At outset of the trial scheduled for September 5, 2006, the Court allowed the Defendants' previously filed Motion to Enforce the Settlement or, in the alternative, to dismiss the Plaintiff's complaint for lack of prosecution.
2. The terms of the settlement enforced by the Court contains two (2) elements: (1) the Plaintiff is to receive a payment of Five Thousand Dollars (\$ 5,000); and (2) all claims herein are to be dismissed with prejudice and the Plaintiff is to execute a release. A true copy of the settlement. A true copy of the settlement agreement and its attachments are annexed hereto collectively as Exhibit 2.
3. The Court's rulings effectively terminate the above-captioned matter.

WHEREFORE, Defendants, John Heggarty and Timothy Dube, request the Court to enter final judgment in this matter in the form annexed hereto.

Respectfully Submitted,
For the Defendants,
**JOHN HEGGARTY and
TIMOTHY DUBE,**
By their attorney,

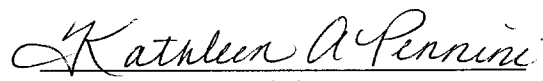


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CERTIFICATE OF SERVICE

I, Kathleen A. Pennini, do hereby certify that a true copy of the foregoing document has been served via electronic filing, facsimile, and first class mail, postage prepaid, this 5th day of September 2006, upon:

Richard N. Foley, Esquire
414 State Street
Portsmouth, NH 03801.


Kathleen A. Pennini

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

<u>LAURIE GILBERT,</u>)	
Plaintiff,)	
)	
v.)	Civil Action No. 05-10746-RWZ
)	
<u>JOHN HEGGARTY and TIMOTHY DUBE,</u>)	
Defendants.)	

JUDGMENT

The Clerk is hereby directed to make the following entry on the docket of the above-captioned action:

1. The terms of the settlement agreement annexed to the Defendants' Motion for Approval of Final Judgment are hereby approved adopted as an order of the Court and all claims of the Plaintiff are hereby dismissed with prejudice.

By the Court,

Date: _____

Hon. Rya W. Zobel
UNITED STATES DISTRICT JUDGE

SETTLEMENT AGREEMENT

Agreement made this _____ day of September 2006 by and between Laurie Gilbert (hereinafter, "the Plaintiff") and John Heggarty and Timothy Dube (hereinafter, "the Defendants").

Whereas, the Plaintiff commenced litigation against the Defendants in the United States District Court for the District of Massachusetts in Gilbert v. Heggarty, et al., Civil Action No. 05-CV-10746-RWZ; and

Whereas, the parties are desirous of achieving an amicable resolution of their differences and bringing finality to this controversy, therefore, the Plaintiff and the Defendants do hereby agree as follows:

1. In full and final settlement of all claims brought by the Plaintiff in the above-entitled action or that could have been brought, the Defendants agree to pay to the Plaintiff five thousand (\$ 5,000.00) dollars:
2. The Plaintiff shall execute and forward to the Defendants' counsel, Kathleen A. Pennini, the Stipulation of Dismissal annexed hereto and marked "A" and the Release annexed hereto and marked "B".
3. The Plaintiff acknowledges and agrees that all of the terms of this settlement shall remain confidential and are not subject to disclosure except in accordance with the terms of the following paragraph:

4. Nothing herein shall be construed as an admission of liability on the part of any of the Defendants with respect to any of the Plaintiff's claims. This settlement is made for the sole purpose of saving the costs and resources associated with discovery and the litigation of this matter. This settlement shall not be admissible in evidence except as may be necessary to secure enforcement of its terms.

Laurie Gilbert, Plaintiff

Date

John Heggarty, Defendant

Date

Timothy Dube, Defendant

Date

“A”

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Defendants.)	

STIPULATION OF DISMISSAL WITH PREJUDICE

All parties in the above-captioned matter hereby stipulate, that the claims of the plaintiff are hereby discontinued and dismissed with prejudice pursuant to Rule 41(a)(1) F.R.Civ.P., and waiving all rights of appeal.

Respectfully Submitted,
For the Plaintiff
LAURIE GILBERT

For the Defendants
JOHN HEGGARTY and TIMOTHY DUBE,
By their attorneys,

Richard N. Foley, Esq.
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“B”

RELEASE

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the value and sufficiency is hereby acknowledged, Laurie Gilbert, on behalf of herself, her agents, representatives, attorneys, heirs, executors, administrators, and assigns (together, "Releasors") hereby unconditionally and irrevocably remises, releases, and forever discharges John Heggarty and Timothy Dube (hereinafter collectively, "Releasees"), and his past, present and future employers (including the City of Lawrence), representatives, attorneys, agents, successors, divisions, companies, parents, subsidiaries affiliates, representatives, heirs, executors, administrators and assigns, or any of them, of and from any and all suits, claims, demands, interest, costs (including attorney's fees and costs actually incurred), expenses, actions and causes of action, rights, liabilities, obligations, promises, agreements, controversies, losses and debts, of any nature whatsoever, against any of them, which Laurie Gilbert, or her heirs, successors, legal representatives or assigns now have, own or hold, or at any time heretofore ever had, owned or held, or could have owned or held, whether known, suspected or unsuspected, from the beginning of the world to this date, including without limiting the generality of the foregoing, any claims arising under 42 U.S.C. § 1983, G.L. c. 12 , § 11I, and any other statutory, common law or other claims of any nature whatsoever against any of the Releasees, including but not limited to those claims raised in the action captioned Gilbert v. Heggarty, et al., Civil Action No. 05-CV-10746-RWZ (D.Mass).

DATE: _____

Laurie Gilbert